

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Collateral Assignment of Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hickory Farms, Inc.		07/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	883065	ALMOND PLAZA	
Registration Number:	1271182	ALMOND PLAZA	
Registration Number:	1294690	ALMOND PLAZA	
Registration Number:	2723396	ALMOND PLAZA	
Registration Number:	1422804	AUSTIN STREET MARKET	
Registration Number:	875260	BEEF STICK	
Registration Number:	2751106	BIG BARN CHEDDAR	
Registration Number:	1509395		
Registration Number:	1198979	CHEDDY BROT	
Registration Number:	2135008	CHRISTMAS CELEBRATION	
Registration Number:	2342258	FOOD WERKS	
Registration Number:	2946428	FUEL FOR THE RACE FAN	
Registration Number:	1418752	HARVEST OF THE MONTH	
Registration Number:	1273713	HEAVENLY HAWAIIAN	

CH \$1190.00 883065

900029230

TRADEMARK  
REEL: 003131 FRAME: 0120

Registration Number:	1413521	HICKORY FARMS
Registration Number:	1413523	HICKORY FARMS
Registration Number:	1908677	HICKORY FARMS
Registration Number:	860629	HICKORY FARMS OF OHIO
Registration Number:	2764977	HONEYGOLD
Registration Number:	2815450	MAKE IT HICKORY FARMS SPECIAL
Registration Number:	1217713	MISSION JACK
Registration Number:	1922244	NATURAL GOODNESS FROM CALIFORNIA
Registration Number:	2178645	NATURE'S FINEST GIFTS
Registration Number:	852841	PFAELZER
Registration Number:	1259666	PINNACLE ORCHARDS
Registration Number:	1469239	
Registration Number:	1050827	ROUNDS O' RYE
Registration Number:	2399976	SOMETHING TO CELEBRATE
Registration Number:	941605	SPICE DELIGHT
Registration Number:	2614393	TASTEFUL REWARDS
Registration Number:	2228909	THE GIFT EVERYONE LOVES TO GET
Registration Number:	1253889	THE SQUIRE'S CHOICE
Registration Number:	1412685	THE SQUIRE'S CHOICE
Registration Number:	1736803	THE SQUIRE'S CHOICE CONNOISSEUR'S COLLECTION
Registration Number:	2813742	YOUR INSTANT GIFT LIST
Registration Number:	1159637	WAXCOA
Registration Number:	1315947	
Registration Number:	1325082	
Serial Number:	76660693	
Registration Number:	1574820	MISSION ORCHARDS
Serial Number:	78634620	FRUIT FOR ALL SEASONS
Serial Number:	78264771	HICKORY FARMS
Serial Number:	75833926	NORTHWOODS NUT SHOPPE
Serial Number:	78635261	STORE TO DOOR
Serial Number:	78635267	THE CROWN PRINCE
Serial Number:	78421981	TURKEY STICK
Serial Number:	78635253	CROWN COMICE

CORRESPONDENCE DATA

Fax Number: (202)728-0744

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson & Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	07/29/2005

**Total Attachments: 11**

source=hickory - us bank#page2.tif

source=hickory - us bank#page3.tif

source=hickory - us bank#page4.tif

source=hickory - us bank#page5.tif

source=hickory - us bank#page6.tif

source=hickory - us bank#page7.tif

source=hickory - us bank#page8.tif

source=hickory - us bank#page9.tif

source=hickory - us bank#page10.tif

source=hickory - us bank#page11.tif

source=hickory - us bank#page12.tif

## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of July 21, 2005, is by and between HICKORY FARMS, INC., a Delaware corporation (the "Assignor") and U.S. BANK NATIONAL ASSOCIATION, as collateral agent for the lenders (the "Lenders") from time to time parties to the Credit Agreement defined below (the "Assignee").

### WITNESSETH

WHEREAS, Assignor, the Assignee and the Lenders have entered into a Credit and Security Agreement dated as of July 21, 2005, (the "Credit Agreement"), pursuant to which the Lenders have agreed to extend certain Loans to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement);

WHEREAS, the Assignor has pledged and granted to the Assignee, for the benefit of the Lenders, a security interest in the property described in the Credit and Security Agreement, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets;

WHEREAS, the Assignor owns and has used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, the Assignor expects to derive benefits from the extension of the Loans to the Assignor by the Lenders and finds it advantageous, desirable and in its best interest to execute this Assignment to the Assignee in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Assignor to the Lenders of every kind, nature or description under the Credit Agreement, including the Assignor's obligation on any promissory note or notes under the Credit Agreement and any note or notes hereafter issued in substitution or replacement thereof, (b) all liabilities of the Lenders under any other Loan Document, and (c) all liabilities of the Assignor under this Agreement, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities").

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend the Loans to the Assignor under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby grant a security interest in and, subject to the following sentence, assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without

limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for the Lenders' use and behalf, and for the Lenders' legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until the acceptance of this Assignment, this Assignment shall have no effect. Subject to the Intercreditor Agreement, after the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignments of Trademarks and otherwise complete such Assignment at the time of transfer.

2. The Assignor hereby covenants and warrants on the date hereof (except as otherwise provided below) that:

(a) except for applications pending, to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks (except as does not have an Adverse Effect);

(f) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons (except as does not have an Adverse Effect) and except for (i) licenses listed on Exhibit C and (ii) liens existing pursuant to the Revolving Loan Agreement;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Majority Lenders.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6 or Section 14, it will not enter into any agreement that is in conflict with its obligations under this Assignment, except the Revolving Loan Agreement and agreements entered pursuant thereto.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any material new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and future licenses entered into in the ordinary course of the Assignor's business on terms substantially similar to existing licenses.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements, assignments and other instruments as may be necessary or proper to terminate this Assignment and releasing to the Assignor Assignee's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Documents.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Majority Lenders, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those trademarks and trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor.

8. Subject to the Intercreditor Agreement, the Assignee, at the written instruction of the Majority Lenders, shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. Subject to the Intercreditor Agreement, the Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Majority Lenders in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee or the Majority Lenders, as the case may be, for all reasonable costs and expenses incurred by the Assignee in the exercise of its or their rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Credit Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the Assignor and, at the written direction of the Majority Lenders, the Assignee, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor, the Assignee and the Lenders.

14. Upon payment in full of all Liabilities (other than Borrower's unmatured indemnity obligations under any Loan Document), this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED

HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.



IN WITNESS WHEREOF, the Assignor has executed this instrument.

HICKORY FARMS, INC.

By Mark Wagner  
Title CFO

[Collateral Assignment of Trademarks]

## Exhibit A

Mark Name	Serial/Registration Number	Filing/Origination Registration Date
Almond Plaza	883065	23-Dec-1968
Almond Plaza	1274182	20-Mar-1984
Almond Plaza	1294690	11-Sep-1984
Almond Plaza & Design	2723396	10-Jun-2003
Austin Street Market	1422804	30-Dec-1986
Beef Stick	875260	19-Aug-1989
Big Barn Cheddar	2751106	12-Aug-2003
Cashew Cluster Device	1509395	18-Oct-1986
Cheddy Broi	1198979	22-Jun-1982
Christmas Celebration	2135008	3-Feb-1998
Crown Comica	Pending	23-May-2005
Food Werks	2342258	18-Apr-2000
Fruit For All Seasons	Pending	23-May-2005
Fual For The Race Fan	2946428	3-May-2005
Harvest Of The Month	1418752	25-Nov-1986
Heavenly Hawaiian	1273713	10-Apr-1984
Hickory Farms	1413521	14-Oct-1986
Hickory Farms & Design	1413523	14-Oct-1986
Hickory Farms (New Logo)	Pending	19-Jun-2003
Hickory Farms (New Logo)	1508677	1-Aug-1995
Hickory Farms Of Ohio (Stylized)	860929	19-Nov-1988
Honey Gold	2764977	16-Sep-2003
Make It Hickory Farms Special	2815450	17-Feb-2004
Mission Jack	1217713	23-Nov-1982
Mission Orchards	1574620	2-Jan-1990
Natural Goodness From California	1922244	26-Sep-1995
Nature's Finest Gifts	2178645	4-Aug-1998
Northwoods Nut Shoppe	Pending	29-Oct-1999
Pfeizer Stylized	952841	16-Jul-1988
Pinnacle Orchards	1259666	29-Nov-1983
Quail And Poppy Device	1469239	15-Dec-1987
Rounds O Rye	1050827	19-Oct-1996
Something To Celebrate	2399976	31-Oct-2000
Spice Delight	941605	22-Aug-1992

Store To Door	Pending	23-May-2005
Tasteful Rewards	2614383	3-Sep-2002
The Crown Prince	Pending	23-May-2005
The Gift Everyone Loves To Get	2228909	2-Mar-1999
The Squires Choice And Device	1253889	11-Oct-1983
The Squires Choice And Device	1412685	7-Oct-1986
The Squires Choice Connoisseur's Collection	1736803	1-Dec-1992
Turkey Stick	Pending	20-May-2004
Your Instant Gift List	2813742	10-Feb-2004
WAXCOA	R1159637	6-Aug-1979
Design Only	R1315947	16-Dec-1982
Design Only	R1469239	27-Apr-1987
Design Only	R1509395	21-Sep-1987
Design Only	R1325082	16-Dec-1982
Fireside Glazed Ham	Serial Number 78-660,693	Filed June 20, 2005

EXHIBIT B TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of \_\_\_\_\_, \_\_\_\_\_  
is made by and between HICKORY FARMS, INC., a corporation of the State of Delaware, lo-  
cated and doing business at Maumee, Ohio, ("Assignor") and \_\_\_\_\_, a  
\_\_\_\_\_, located and doing business at \_\_\_\_\_ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are regis-  
tered in the U.S. Patent and Trademark Office or which are the subject of a pending application  
in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration there-  
for.

NOW THEREFORE, in consideration of and in exchange for good and valuable  
consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign  
and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and  
to the Marks and the registrations and applications therefor, together with that part of the good  
will of the business connected with the use of and symbolized by the Marks, and including As-  
signor's entire right, title and interest in and to any and all causes of action and rights of recovery  
for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the  
entire interest herein assigned, and that it has not executed, and will not execute, any agreements  
inconsistent herewith. Assignor hereby irrevocably authorizes U.S. BANK NATIONAL  
ASSOCIATION to date this undated Assignment and otherwise complete this Assignment at the  
time of transfer.

IN WITNESS WHEREOF, the parties have executed this assignment as of the  
dates identified below.

HICKORY FARMS, INC. (Assignor)

Date: \_\_\_\_\_

By  
Title

Assignee:

Date: \_\_\_\_\_

By  
Title:

EXHIBIT C TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

EXISTING LICENSES

None.

C-1